

DEED OF EASEMENT

(Stormwater)

KNOW ALL MEN BY THESE PRESENTS that **INSERT NAME**, an **Ohio limited liability company**, "Grantor", for good and valuable consideration given, which receipt and sufficiency are acknowledged herein, does hereby forever grant, convey, and release unto the **CITY OF COLUMBUS, OHIO**, "Grantee", a municipal corporation, its successors and assigns forever, a perpetual exclusive easement in, over, under, across and through the following described real property including the right of reasonable access thereto, ("EASEMENT AREA") for the rights, **but without any obligation whatsoever**, to access, reconstruct, replace, remove, repair, maintain, control, and operate water and sewer drainage facilities, including but not limited to drainage tiles, pipes, ditches, channels, culverts, sewer utility lines, temporary sediment settling ponds and sediment traps, detention and retention facilities, post-construction practices, and their appurtenances, for accepting, transporting, detaining, and releasing water courses (collectively, "IMPROVEMENT"):

Plan No. CC or E-INSERT

(SEE LEGAL DESCRIPTION AND PLAT ATTACHED HERETO
AS EXHIBIT "A" AND MADE A PART HEREOF)

Franklin County Tax Parcel No.:

INSERT

Prior Instrument Reference:

INSERT

Recorder's Office, **INSERT** County, Ohio.

1. All terms and conditions contained in this Easement are forever binding and inuring to the benefit of and burden of the Grantor and Grantee and their respective successors and assigns.

2. Grantor forever releases and discharges Grantee, City of Columbus, Ohio, from all just compensation claims under the Ohio Constitution, Article 1, Section 19, arising from granting this Easement.

3. At Grantor's sole expense Grantor shall install and construct the Improvement within the Easement Area. Furthermore, Grantor is required to install and construct the Improvement in strict conformance with the City of Columbus, Division of Sewerage and

Drainage Plan File No. CC- [REDACTED] or E- [REDACTED] and in accordance with all applicable federal, state, and local construction specifications, laws, rules, and regulations.

4. Grantor shall be solely responsible for maintaining the Improvement in strict compliance with the Stormwater Control Practice Post-Construction Inspection and Maintenance Agreement attached hereto as Exhibit B, and all storm water inspection, operation and maintenance responsibilities provided in the agreement, including, but not limited to, keeping all inlets and outlets free and clear of debris, repairing any damaged structures, maintaining sediment accumulation in any detention basin(s), temporary sediment settling ponds and post-construction practices, repairing undercut or eroded areas, maintaining any hardscape surfaces, lawn care maintenance, and repairing any damaged landscape areas.

5. The perpetual easement rights granted to Grantee in this Easement: (I) forever run with the land of the servient estate; and (II) are exclusive to all, except Grantor and any previously and properly recorded rights, covenants, conditions, and restrictions in the servient estate's chain-of-title. Notwithstanding the exclusive rights conveyed herein to the Grantee, Grantor shall have the right to connect additional storm sewers into the Easement Area, provided however that said additional storm sewers and connections are approved in advance by the Grantee's Department of Public Utilities Director and meet all required storm water regulations in effect at the time said additional storm sewers and connections are proposed. In the event such approval is granted and the Grantor is authorized to construct additional storm sewers and connections, Grantor shall operate and maintain them as part of the Improvement and as required in this Easement. Furthermore, Grantor is strictly prohibited from: (A) using the Easement Area in any manner that impairs or interferes with Grantee's rights granted in this Easement; and (B) constructing or allowing the construction of any temporary or permanent buildings, structures, facilities, or excavations, except utility service lines, asphalt-paved parking areas, and sidewalks that do not, in any manner, impair or interfere with the Improvements or Grantee's rights in this Easement. If Grantor violates either subsection (A) or (B) of this section, then Grantor forever: (a) assumes full responsibility for any damage or destruction to the Improvement and to any of Grantor's unauthorized improvements; and (b) releases Grantee and Grantee's employees, agents, representatives, and contractors from all liability for any damage or destruction of Grantor's unauthorized improvements during Grantee's good faith exercise of Grantee's rights in this Easement.

6. Grantee shall have the right, at any time, to inspect the Improvement, including the detention basin, temporary sediment settling ponds and post-construction practices, to ascertain whether the Improvement and appurtenant facilities are functioning in accordance with any approved plans, the Stormwater Control Practices Post-Construction Inspection and Maintenance Agreement, requirements of the then-current City of Columbus Stormwater Drainage Manual and generally accepted engineering standards.

In the event the Improvement is not constructed in accordance with approved plans, Grantor upon notice from the Grantee, or otherwise, shall complete construction of the Improvement in a timely manner. Grantor shall use all commercially reasonable efforts to timely complete construction of the Improvement, but except for events of force majeure, under no circumstances shall the time exceed ninety (90) days unless otherwise agreed in writing by the Grantee. If

Grantor fails to diligently complete the construction of the Improvement, Grantee shall have the right, but no obligation whatsoever, to enter upon Grantor's property and perform the construction. In the event the Grantee performs such construction as provided herein, Grantor shall fully and immediately reimburse Grantee for any costs incurred by Grantee and Grantee shall have the right to call upon the Grantor's Stormwater BMP Construction Bond agreement.

In the event the Improvement is not functioning properly and requires repair, Grantor upon notice from the Grantee, or otherwise, shall commence such repairs as needed in a timely manner. Grantor shall use all commercially reasonable efforts to timely perform the repairs, but except for events of force majeure, under no circumstances shall the time exceed ninety (90) days unless otherwise agreed in writing by the Grantee. If Grantor fails to maintain and diligently complete repairs to the Improvement, Grantee shall have the right, but no obligation whatsoever, to enter upon Grantor's property and perform the repair. In the event the Grantee performs such repair as provided herein, Grantor shall fully and immediately reimburse Grantee for the actual cost of the repair upon receipt of an invoice itemizing the cost. In the event the Grantor fails to pay said costs to Grantee within thirty (30) days of demand by Grantee, Grantor shall also be responsible for all additional costs incurred by Grantee in collecting said reimbursement, including, but not limited to, interest at the highest rate allowed by law, all court fees and costs, and attorney's fees and/or may be subject to assessment.

7. Upon Grantee entry into the Easement Area to exercise any of its rights granted in this Easement, Grantee will restore the Easement Area to its former condition as is reasonably practicable, but subject to the completion of the Improvement contemplated by this Easement. Grantor understands and agrees any restoration of Grantor's property within the Easement Area is specifically limited to reasonably restoring the Easement Area's grade and surface to their former condition, except utility service lines, asphalt-paved parking areas, and sidewalks that do not, in any manner, impair or interfere with the Improvements or Grantee's rights in this Easement, will be restored. Grantee's restoration will not include repair, replacement, or compensation of or for any improvements, including but not limited to, fences, trees, vegetation, and/or landscaping.

8. Grantee's or Grantor's failure or refusal to exercise any rights reserved in this Easement is not a waiver of any rights Grantee or Grantor possesses to enforce such other party's obligations through any rights and remedies such party has at law or in equity for the enforcement of a party's obligations. No waiver is valid against such party unless reduced to writing, executed by such party's authorized authority, and recorded with the Recorder's Office, Franklin County, Ohio, in the servient estate's chain-of-title.

9. Grantor shall forever indemnify and hold harmless the Grantee and all of its agents, employees and representatives from and against all claims, damages, losses, suits, and actions, including attorney's fees, arising or resulting, in any manner, from Grantor, its successors and assigns, actions or inactions associated in any manner with the use of the Improvement.

10. Grantor represents, warrants, and covenants that Grantor: (I) is the true and lawful owner of the servient estate; (II) is lawfully seized of the servient estate in fee simple title; (III)

has good right and full power to grant this Easement; and (IV) will not convey or transfer fee simple ownership of the servient estate prior to this Easement's recording.

TO HAVE AND TO HOLD the Easement Area to Grantee, City of Columbus, Ohio, and its successors and assigns for all uses and purposes described in this Easement.

The Grantor, by its duly authorized member, has caused this Deed of Easement to be executed and subscribed this _____ day of _____, 2019.

INSERT NAME

an **Ohio limited liability company**

Print name: _____

Title: _____

STATE OF OHIO

COUNTY OF **INSERT** SS:

BE IT REMEMBERED that on this _____ day of _____, 2019, the foregoing instrument was acknowledged before me by _____, _____, on behalf of _____.

(seal)

Notary Public

This instrument prepared by:
CITY OF COLUMBUS, DEPARTMENT OF LAW
By: David E. Peterson (5-21-19)
Real Estate Attorney
Real Estate Division
For: Division of Sewer and Drainage-Storm
Re: